

INTERGOVERNMENTAL AGREEMENT REGARDING THE COMPLETION OF FUTURE STUDIES TO GUIDE STATE EDUCATION POLICY AND THE EXCHANGE OF CONFIDENTIAL DATA TO CONDUCT RESEARCH

This Intergovernmental Agreement (the “Agreement”) is entered into pursuant to Arizona Revised Statutes (A.R.S.) §11-952 *et seq.* between the Arizona State Board of Education (State Board) and, by extension (A.R.S. §15-231), the Arizona Department of Education (ADE), a State Agency of the State of Arizona, and the Education Policy Studies Laboratory (EPSL), that manages the Arizona Education Policy Initiative (AEPI), at Arizona State University (ASU), under the governance of the Arizona Board of Regents (ABOR).

The State Board and AEPI agree to the following terms:

- 1.0 **AUTHORITY:** ABOR is authorized to enter into Intergovernmental Agreements (“IGA”) by the Arizona legislature (A.R.S. §15-1625.B) and ASU has been authorized by ABOR to enter into Intergovernmental Agreements (IGAs). (ABOR 3-204 and 3-808)
- 2.0 **DURATION:** This agreement shall become effective on August 22, 2005 and shall remain in effect through December 31st, 2010. The Agreement may be extended in two year increments with the written consent of both parties.
- 3.0 **PURPOSES:**
 - 3.1 Whereas AEPI has access to faculty at the state universities with the research skills necessary to conduct research that provides information to the State Board on policy issues, AEPI will function in an official research capacity to the State Board to conduct research intended to inform state education policy and improve instruction. This includes research requested by the State Board and research proposals submitted through AEPI.
 - 3.2 In order to build the capability necessary to provide this service to the State Board, AEPI needs access to education data. Much of the relevant data on Arizona students, teachers and schools is maintained by ADE. Therefore, this agreement includes the provision that ADE provide education data to AEPI for specific research purposes approved by the State Board of Education.
 - 3.3 AEPI will provide research and findings to the State Board that can be used to improve the education of children statewide. AEPI agrees to be responsive to specific research requests from the State Board while providing appropriate safeguards to maintain the confidentiality and security of the data.

4.0 RESPONSIBILITIES

- 4.1 Upon approval of specific research proposals by the State Board, ADE will provide the necessary confidential data files to AEPI to the extent the laws of Arizona and the United States allow. These data files may include, but are not limited to, individual student data on academic testing, achievement, attendance, and other available information (with student identifying information intact), including data maintained in the Student Accountability and Information System (SAIS); individual teacher data on qualifications and employment (with identifying information intact) and school-level financial and performance data. These files will date as far back as is available from ADE and are to be provided to AEPI unfiltered and unaggregated.
- 4.2 Personally identifiable information must be destroyed by AEPI when no longer needed for the purpose for which it was collected.
- 4.3 AEPI will ensure that the only individuals who will be allowed access to any confidential data are those who are participants in a State Board approved research study. Prior to receiving these data, any such individual will sign a document indicating his/her understanding and commitment to comply with all laws regarding the security of these data and all AEPI policies regarding their use.
- 4.4 In the event that an additional State Board approved research proposal requires data currently provided to AEPI, AEPI may provide that data, and only that data, to the approved participants of the additional proposals.
- 4.5 Researchers from the Universities that make up AEPI will have the ability to submit research proposals that use the data sets being maintained or that seek to combine these data sets with other available data. These proposals will be reviewed by Proposal Oversight Board (5.2) to ensure viability, relevance and appropriateness of the research. After approval, the Proposal Oversight Board will forward the research proposal to the State Board for consideration. All research proposals using data provided through the terms of this agreement shall be approved by the State Board.
- 4.6 The State Board will have the ability to request specific research that is needed for policy decisions. An expedited review process will be put in place for these requests.
- 4.7 ADE will have the ability to request specific research. Their requests will follow the expedited review process put in place for the State Board.
- 4.8 The AEPI staff will reformat data files acquired through this agreement, including merging data obtained from other agencies, departments, and organizations, through matching procedures and will then make the resulting files available to researchers within ASU, the University of

Arizona (UofA) and Northern Arizona University (NAU) for use in approved research projects.

- 4.9 AEPI will ensure appropriate institutional review procedures are followed for all research proposals and shall receive written confirmation from all researchers indicating his/her understanding and agreement to abide by all laws regarding the security of confidential data and all AEPI policies regarding their use.
- 4.10 AEPI will ensure that all manuscripts developed based on confidential data are presented to the State Board prior to publication. This notification is intended to ensure that confidential information is not improperly disclosed and should not be construed as yielding editorial control to the State Board. The State Board will be given a review period of no less than five weeks during which to respond to the contents of the manuscripts prior to publication.
- 4.11 AEPI will implement appropriate security measures to comply with the Family Educational Rights and Privacy Act statutes (FERPA).
- 4.12 ADE and AEPI may agree to have an assigned facilitator of the data transfer. This person could be an employee of either organization but would primarily be tasked with ensuring the successful and timely transfer of the data between ADE and AEPI.
- 4.13 ADE shall maintain custodianship of all records. All public records request for confidential data shall be forwarded to ADE.

5.0 OVERSIGHT RESPONSIBILITY

- 5.1 The State Board will have responsibility for overseeing this arrangement and ensuring that all parties are meeting their responsibilities.
- 5.2 AEPI and the State Board shall jointly create a Proposal Oversight Board that shall review and approve all research proposals prior to providing any data. This Oversight Board may include, but is not limited to, representatives from AEPI, the State Board, ADE, school district(s) and the community.

6.0 FINANCIAL RESPONSIBILITY

- 6.1 AEPI will cover the cost of storing, securing and processing the data in preparation for research activities.
- 6.2 AEPI reserves the right to solicit funding from outside sources for the purpose of supporting research activity.

- 7.0 This agreement shall be construed under the laws of the State of Arizona and all laws governing Intergovernmental Agreements.
- 8.0 OTHER PROVISIONS:
- 8.1 This agreement may only be modified in writing and must be signed by dually authorized individuals on behalf of both parties.
- 8.2 The parties comply with Executive Order 99-4, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, include the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applications for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.
- 8.3 Termination of this agreement will be managed through the State Board. If either the State Board or AEPI wishes to terminate the agreement they must take their proposal to the State Board for review and response by the other party. Should there be an agreement on termination, AEPI agrees to return or destroy all confidential data and manually erase all computer media that contained identifiable student or teacher data.
- 8.4 In the event of a dispute under this agreement, the parties agree to use arbitration to the extent required under A.R.S. §12-1518 and A.R.S §12-133.
- 8.5 To the extent required by A.R.S §35-214, the parties agree to retain all books, accounts, reports, files and other records relating to the agreement and to make such records available at all reasonable times for inspection and audit by the University or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the agreement.